



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated August 31, 2016.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on August 31, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on September 6, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated August 31, 2016?

### Background and Evidence

The tenancy began on July 15, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$500 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$250 at the start of the tenancy.

### Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(d) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

- (d) the tenant or a person permitted on the residential property by the tenant has
  - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - (iii) put the landlord's property at significant risk;

The landlord seeks to end the tenancy based on the following evidence:

- The landlord has received numerous complaints from the tenants in the adjoining suite that the tenant or those permitted on the property by the tenant have unreasonably disturbed them.
- The landlord testified that on 3 occasions when he has gone to investigate the tenant's guests have subjected him to aggressive verbal abuse.
- The other occupant of the property was subject to an assault by one of the tenant's guests. The police and ambulance were called.
- The tenant or his guests have broken windows in the rental unit.
- The tenant has admitted to the landlord that he has smoked crystal meth while on the rental property.

The tenant did not give evidence at the hearing. His agent and mother gave the following evidence:

- The tenant is a diabetic. On some occasions when his blood sugars are down he becomes loud and aggressive. On many of these occasions the ambulance has attended and he has been taken to hospital. He often does not have any memory of what has occurred.
- The guest that verbally assaulted the landlord on 2 occasions was his girlfriend. He is not longer seeing that person.
- The glass was broken by the girlfriend.
- The assault on the neighboring person was caused by the tenant's girlfriend. She was provoked by the neighboring yelling obscenities and damaging a truck with the shovel.
- The tenant is on disability.
- The damage to the door was caused by the RCMP attending to give access to the paramedics who were attending the tenant because of a medical emergency.

#### Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. After carefully considering all of the evidence I determined there are sufficient grounds to end the tenancy for the following reasons:

- The Act provides that the Tenant is responsible for the actions of those permitted on the rental property by the Tenant.

- I determined that on many occasions the Tenant and/or his guests have significantly interfered with and unreasonably disturbed other occupants in the rental property.
- I determined the tenant's guests physically assaulted the neighboring Tenant resulting in injuries to the neighboring Tenant. .
- I further determined that on three occasions the Tenant's guests have significantly interfered with and unreasonably disturbed the landlord by aggressive verbal abuse.
- I am satisfied the tenant and/or his guests have damaged the rental property.

Determination and Orders:

As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession on 7 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: November 01, 2016

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Residential Tenancy Branch